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ATTORNEYS FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARY BASORE and BRENDA MCMILLIAN,
each individually and on behalf of all others
similarly situated

Plaintiffs,

v.

WELLS FARGO HOME MORTGAGE,
A DIVISION OF WELLS FARGO BANK,
NATIONAL ASSOCIATION and
WELLS FARGO BANK, NATIONAL
ASSOCIATION

Defendants.

Case No. 07-0461

0461

MHP

COMPLAINT

CLASS ACTION - DEMAND FOR
JURY TRIAL

Plaintiffs, individually and on behalf of the classes described below, by and through their undersigned counsel, for their Complaint against Defendants Wells Fargo Home Mortgage, a Division of Wells Fargo Bank, National Association and Wells Fargo Bank, National Association ("Wells Fargo"), upon information and belief, state as follows:

JURISDICTION AND VENUE

1. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. §§ 1332(d) because minimal diversity exists and the amount in controversy exceeds \$5 million.

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2. The Fair Labor Standards Act of 1938, (“FLSA”), as amended, 29 U.S.C. § 201 *et. seq.*, in relevant part, authorizes court actions by private parties to recover damages for violation of the FLSA’s overtime and minimum wage provisions. Jurisdiction over Plaintiffs’ FLSA claims is based upon § 16(b) of the FLSA, 29 U.S.C. § 216(b), and 28 U.S.C. §§ 1331 and 1337.

3. Venue in this district is proper pursuant to 28 U.S.C. § 1391(a), (b) and (c), because Wells Fargo resides and does business in this district, and the unlawful conduct giving rise to the claims, in whole or in part, occurred in this district.

PARTIES

4. Plaintiff, Brenda McMillian, worked as a Wells Fargo Loan Processor/mortgage processor in Wells Fargo's Charlotte, North Carolina MAP location. Plaintiff McMillian is a resident of Charlotte, North Carolina.

5. Plaintiff, Mary Basore worked as a Wells Fargo Loan Processor in Wells Fargo's Van Nuys, California location and is a California resident.

6. Plaintiffs are former mortgage processors, mortgage loan specialists and mortgage sales associates (collectively "Loan Processors") employed by Wells Fargo who have been victimized by Wells Fargo's unlawful compensation practices. Plaintiffs were employed by Wells Fargo within the last four years. Plaintiffs' consent to join forms are attached as Exhibit A.

7. Upon information and belief, Defendant, Wells Fargo Bank, National Association, is incorporated in the state of California and has its principal place of business in California.

8. Upon information and belief, Defendant, Wells Fargo Home Mortgage, a Division of Wells Fargo Bank, National Association, is incorporated in the state of Iowa and has its principal place of business in Iowa.

9. Upon information and belief, Defendant, Wells Fargo Home Mortgage, a Division of Wells Fargo Bank, National Association, is a division operated by Wells Fargo Bank, National Association.

FACTS

12. Plaintiffs and the absent class members are current and former Loan Processors, and employees holding similar positions, employed by Wells Fargo for whom Wells Fargo did not pay overtime for overtime hours worked. Specifically excluded from the plaintiff classes are those Loan Processors whose time was accurately recorded and who were paid appropriate overtime compensation.

14. All Loan Processors employed by Wells Fargo over the last four years had essentially the same job duties.

15. The primary job duty of a Wells Fargo Loan Processor was to assist in the processing of mortgage loan applications. These duties were primarily clerical in nature.

16. During the past four years, Loan Processors regularly worked far in excess of forty hours per week.

17. Plaintiffs were told by Wells Fargo management that they were not entitled to receive overtime compensation or that they were only entitled to overtime under some narrow circumstances.

18. Plaintiffs were also told not to record more time than forty hours per week.

19. Loan Processors may have been formally characterized as "non exempt" under the FLSA, but they were often *treated* as "exempt" from overtime.

20. The most obvious reason for this treatment is because it was Wells Fargo's policy for workers to only work "pre-approved" overtime hours. Because of this policy, many

1 workers who did not have their overtime pre-approved were not paid for their overtime hours
2 worked.

3 21. Further, Wells Fargo Loan Processors from across the country were told to
4 record only forty hours per week on their timesheets (if they recorded time at all) regardless of
5 the amount of time worked in excess of forty hours per week.

6 22. Wells Fargo's unlawful practices and policies injured Loan Processors in several
7 ways. First, some Loan Processors recorded accurate time records, but were not paid for their
8 overtime hours. Second, some Loan Processors were told to only record eight hours per day,
9 regardless of whether or not they worked overtime. Third, Wells Fargo simply failed to
10 maintain time records at all for some Loan Processors.

11 23. Plaintiffs and the absent class members were not compensated for the substantial
12 overtime hours they worked.

13 24. Wells Fargo's conduct violates the federal Fair Labor Standards Act ("FLSA")
14 and California wage and hour laws.

15 25. Wells Fargo also failed to pay Plaintiff Mary Basore and the absent California
16 class members their full pay upon discharge or termination in accordance with California law.

17 26. Wells Fargo has also failed to pay Plaintiff Mary Basore and the absent
18 California class members for meal and rest periods as required by California law.

19 **NATIONWIDE CLASS ACTION**

20 27. Plaintiff McMillian reasserts and re-alleges the allegations set forth in
21 paragraphs 1 through 26 above.

22 28. Plaintiff McMillian brings a nationwide class action based on California
23 Business and Professions Code § 17200, et seq..

24 29. The practices and policies at issue in this case emanated from California as
25 Wells Fargo Bank, National Association has its primary place of business in California.

26 30. Defendants' actions, including but not limited to their FLSA violations
27 (including the failure to maintain accurate employee time records and the failure to pay
28 overtime compensation) constitute unlawful, unfair, fraudulent and misleading conduct. Such

1 unlawful and unfair acts constitute a violation of California Business and Professions Code
2 § 17200, *et seq.*

3 31. Plaintiff McMillian is informed and believes that Defendants continue their
4 unlawful and unfair conduct as previously described because Defendants continue to refuse to
5 pay for all wages earned by Plaintiffs. As a result of said conduct, Defendants have unlawfully
6 and unfairly obtained monies owed to Plaintiffs and have unfairly competed in the marketplace.

7 32. All members of the Plaintiff Class can be identified by reference to records
8 possessed and controlled by Defendants. Plaintiffs are entitled to restitution of backpay, for a
9 period of four years predating the filing of this Complaint.

10 33. As a direct and proximate result of Defendants' conduct, Plaintiffs are entitled to
11 a preliminary and permanent injunction enjoining Defendants from continuing the unlawful and
12 unfair practices described above, and to such other equitable relief as is appropriate under
13 California Business and Professions Code § 17203, including restitution as well as specific
14 relief to enforce the provisions of the California Labor Code and Fair Labor Standards Act
15 pursuant to Business and Professions Code § 17202.

16 34. Plaintiffs are entitled to attorneys' fees and costs for promoting the interests of
17 the general public in causing Defendants to cease their unlawful and unfair business practices,
18 in an amount according to proof, pursuant to California Code of Civil Procedure § 1021.5 and
19 any other applicable law.

20 35. Plaintiff McMillian seeks certification of the following class of plaintiffs:

21 **All current and former Wells Fargo Loan Processors**
22 **employed by Defendants nationwide within the previous four**
years.

23 36. Plaintiff McMillian is informed and believes that thousands of Loan Processors
24 have been employed by Defendants nationwide. For this reason, the members of the Plaintiff
25 Class are so numerous that joinder of all members is impossible and/or impracticable.

26 37. Plaintiff's claims are typical of the members of the Class. Plaintiff is informed
27 and believes that, like other Wells Fargo Loan Processors, she was subjected to Defendants'
28 policy and practice of failing to pay for all hours worked, failure to pay appropriate overtime

1 premiums, failure to keep accurate records, failure to provide accurate wage statements, and
2 unlawful, unfair, fraudulent and misleading practices.

3 38. Due to the uniform policy of not recording and paying Loan Processors for all
4 overtime wages earned, and the common core of factual and legal issues determining each class
5 member's potential claim, a class action is superior to other available methods for the fair and
6 efficient adjudication of this controversy.

7 39. Plaintiff will fairly and adequately protect the interests of the members of the
8 class and has retained counsel competent and experienced in both class action and wage-and-
9 hour litigation in California and nationwide.

10 40. Common questions of law and fact exist as to all members of the Class and
11 predominate over any questions affecting solely individual members of the Class. Among the
12 questions of law and fact common to the Class are:

- 13 • Whether class members are paid for all of the time they work;
- 14 • Whether Wells Fargo maintains accurate records of the time the class
- 15 members work;
- 16 • Whether Defendants' policies and practices regarding the recording of time
- 17 is lawful;
- 18 • Whether Defendants' policies and practices regarding what overtime hours
- 19 are compensable is lawful; and
- 20 • Whether Defendants' practices and policies violate the Fair Labor Standards
- 21 Act and the California UCL set forth at Business and Professions Code §
- 22 17200 et seq..

21 41. Plaintiff knows of no difficulty that will be encountered in the management of
22 this litigation that would preclude its maintenance as a class action.

23 42. Class treatment is superior to other available methods for the fair and efficient
24 adjudication of the controversy.

25 **CALIFORNIA CLASS ACTION**

26 43. Plaintiff Basore reasserts and re-alleges the allegations set forth in paragraphs 1
27 through 42 above.

28 ///

1 44. Plaintiff Basore individually and on behalf of a California class brings a
2 California class action based on California Business and Professions Code § 17200, et seq.;
3 California Labor Code §§ 510 and 1194, and California Industrial Wage Order No. 4 (8 C.C.R.
4 § 11040, as amended throughout the Class Period); California Labor Code § 226.7 and
5 California Industrial Wage Order No. 4 (8 C.C.R. § 11040, as amended throughout the Class
6 Period); California Labor Code § 226.7 and California Industrial Wage Order No. 4 (8 C.C.R. §
7 11040, as amended throughout the Class Period); and California Labor Code §§ 201-203.

8
9 45. Defendants' actions, including but not limited to their violations of federal and
10 California state law (including the failure to maintain accurate employee time records, the
11 failure to pay overtime compensation, the failure to provide meal and pay for meal and rest
12 periods, and the failure to pay all wages due upon discharge or termination) constitute
13 unlawful, unfair, fraudulent and misleading conduct. Such unlawful and unfair acts constitute a
14 violation of California Business and Professions Code § 17200, et seq.

15 46. Plaintiff Basore is informed and believes that Defendants continue their
16 unlawful and unfair conduct as previously described because Defendants continue to refuse to
17 pay for all wages earned by Plaintiffs. As a result of said conduct, Defendants have unlawfully
18 and unfairly obtained monies owed to Plaintiffs and have unfairly competed in the marketplace.

19 47. All members of the Class can be identified by reference to records possessed
20 and controlled by Defendants. Plaintiffs are entitled to restitution of backpay, for a period of
21 four years predating the filing of this Complaint.

22 48. As a direct and proximate result of Defendants' conduct, Plaintiffs are entitled to
23 a preliminary and permanent injunction enjoining Defendants from continuing the unlawful and
24 unfair practices described above, and to such other equitable relief as is appropriate under
25 California Business and Professions Code § 17203, including restitution as well as specific
26 relief to enforce the provisions of the California Labor Code and Fair Labor Standards Act
27 pursuant to Business and Professions Code § 17202.

28 ///

1 49. Plaintiffs are entitled to attorneys' fees and costs for promoting the interests of
2 the general public in causing Defendants to cease their unlawful and unfair business practices,
3 in an amount according to proof, pursuant to California Code of Civil Procedure § 1021.5 and
4 any other applicable law.

5 50. Plaintiff Basore seeks certification of the following class of plaintiffs:

6 **All current and former Wells Fargo Loan Processors**
7 **employed by Defendants in California in the previous four**
8 **years.**

9 51. Plaintiff Basore is informed and believes that at least several hundred Loan
10 Processors have been employed by Defendants in California. For this reason, the members of
11 the California class are so numerous that joinder of all members is impossible and/or
12 impracticable.

13 52. Plaintiff Basore's claims are typical of the members of the Class. Plaintiff is
14 informed and believes that, like other Wells Fargo Loan Processors, she was subjected to
15 Defendants' policy and practice of failing to pay for all hours worked, failure to pay appropriate
16 overtime premiums, failure to keep accurate records, failure to provide accurate wage
17 statements, and unlawful, unfair, fraudulent and misleading practices.

18 53. Due to the uniform policy of not recording and paying Loan Processors for all
19 overtime wages earned, and the common core of factual and legal issues determining each class
20 member's potential claim, a class action is superior to other available methods for the fair and
21 efficient adjudication of this controversy.

22 54. Plaintiff Basore will fairly and adequately protect the interests of the members
23 of the class and has retained counsel competent and experienced in both class action and wage-
24 and-hour litigation in California and nationwide.

25 55. Common questions of law and fact exist as to all members of the Class and
26 predominate over any questions affecting solely individual members of the Class. Among the
27 questions of law and fact common to the Class are:

- 28 • Whether class members are paid for all of the time they work;

- Whether Wells Fargo maintains accurate records of the time the class members work;
- Whether Defendants' policies and practices regarding the recording of time is lawful;
- Whether Defendants' policies and practices regarding what overtime hours are compensable is lawful;
- Whether Defendants' practices and policies violate the Fair Labor Standards Act and the California UCL set forth at Business and Professions Code § 17200 et seq..
- Whether the Defendants failed to pay appropriate overtime premiums to members of the Class in violation of California Labor Code §§ 510 and 1194, and California Industrial Wage Order No. 4 (8 C.C.R. § 11040, as amended throughout the Class Period);
- Whether Defendants failed to provide rest periods during qualifying shifts in violation of California Labor Code § 226.7 and California Industrial Wage Order No. 4 (8 C.C.R. § 11040, as amended throughout the Class Period);
- Whether the Defendants failed to provide meal periods during qualifying shifts in violation of California Labor Code § 226.7 and California Industrial Wage Order No. 4 (8 C.C.R. § 11040, as amended throughout the Class Period);
- Whether the Defendants willfully failed to pay all wages due upon discharge or termination in violation of California Labor Code §§ 201-203; and
- Whether the Defendants' conduct violated the California UCL set forth at Business and Professions Code § 17200 et seq..

56. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

57. Class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

NATIONWIDE COLLECTIVE ACTION

58. Plaintiffs reassert and re-allege the allegations set forth in paragraphs 1 through 57 above.

59. Plaintiffs bring their FLSA claim as an "opt-in" collective action pursuant to 29 U.S.C. § 216(b). Plaintiffs, individually and on behalf of other similarly situated employees, seek relief on a collective basis challenging Wells Fargo's practice of failing to accurately

1 record all hours worked and failing to pay Loan Processors for all overtime hours worked.

2 60. The class of employees on behalf of whom Plaintiffs bring this "opt-in"
3 collective action is similarly situated because the class members have been or are employed in
4 the same or similar position as individually-named Plaintiffs and were subject to the same or
5 similar unlawful practices as the individually-named Plaintiffs. The number and identity of
6 other Plaintiffs yet to opt-in and consent to be party Plaintiffs may be determined from Wells
7 Fargo's records, and potential Plaintiffs may easily and quickly be notified of the pendency of
8 this action.

9
10 **COUNT I.**

11 **Violation of California Bus. & Prof. Code 17200 et seq.**
12 **(Nationwide Class, California Class and Plaintiffs Individually)**

13 61. Plaintiffs reassert and re-allege the allegations set forth in paragraphs 1 through
14 60 above.

15 62. At all times material herein, Plaintiffs and members of the classes have been
16 entitled to the rights, protections and benefits provided under the FLSA, 29 U.S.C. § 201 *et*
17 *seq.*

18 63. The FLSA regulates, among other things, the payment of overtime by employers
19 whose employees are engaged in commerce, or engaged in the production of goods for
20 commerce, or employed in an enterprise engaged in commerce or in the production of goods
21 for commerce. 29 U.S.C. § 207(a)(1).

22 64. Defendants were, and are, subject to the overtime pay requirements of the FLSA
23 because Wells Fargo is an enterprise engaged in commerce and its employees are engaged in
24 commerce.

25 65. Defendants willfully violated the FLSA by failing to keep accurate records of
26 hours worked and failing to pay Plaintiffs for overtime.

27 66. Upon information and belief, the Plaintiffs and the class members are victims of
28 a company-wide compensation policy and/or practice to: (1) not record and maintain accurate
time records; and (2) not pay for all overtime hours worked.

67. As a result of the aforesaid willful violations of the FLSA's overtime provisions, Defendants have violated § 17200 et seq.

68. Further, Defendants' violation of the California Labor Code's provisions as discussed below are predicate acts that constitute a violation of § 17200 as to Plaintiff Basore and the California class.

69. Defendants' actions, including but not limited to their FLSA and California state law violations (including the failure to maintain accurate employee time records, the failure to pay overtime compensation, the failure to provide rest and meal periods and to pay all amounts due at the time of termination of employment) constitute unlawful, unfair, fraudulent and misleading conduct. Such actions are also unfair business practices in violation of California Business and Professions Code § 17200, et seq.

70. Plaintiffs are informed and believe that Defendants continue their unlawful and unfair conduct as previously described because Defendants continue to refuse to pay for all wages earned by Plaintiffs. As a result of said conduct, Defendants have unlawfully and unfairly obtained monies owed to Plaintiffs and have unfairly competed in the marketplace.

COUNT II.

Failure to Pay Overtime as Required by California Labor Code **(California Class and California Plaintiffs Individually)**

71. Plaintiffs hereby reallege and incorporate by reference Paragraphs 1 through 70 as though fully set forth in detail herein.

72. Throughout the liability period, IWC Wage Order No. 4 (8 C.C.R. § 11040) and California Labor Code § 510 also required payment of overtime premium(s) for hours worked in excess of 8 in a given workday, 40 in a given workweek, or on the seventh day worked in a single workweek. This premium increases to double-time for all hours worked over 12 in a workday or 8 on the seventh day worked in a single workweek.

73. Plaintiff Basore and the California class often worked in excess of the maximum number of hours allowed by law without payment of the applicable overtime premiums.

///

74. Defendants failed to pay Plaintiff Basore and members of the California class the overtime required by California law.

75. Defendants' respective failure to pay the correct amount of overtime violates IWC Wage Order No. 4 (8 C.C.R. § 11040, as amended during the Class Period), and California Labor Code §§ 510 and 1198, and is therefore unlawful.

76. Because Defendants, and each of them, failed to pay overtime as required by law, Plaintiff and the California class are entitled under California Labor Code §§ 218.5 and 218.6 and 1194(a) to recover the unpaid overtime balance, interest thereon, reasonable attorneys' fees, and costs of suit.

COUNT III.

Failure to Provide Rest and Meal Periods **(California Class and California Plaintiffs Individually)**

77. Plaintiffs hereby reallege and incorporate by reference Paragraphs 1 through 76 as though fully set forth in detail herein.

78. Plaintiff Basore and the California class regularly worked in excess of five (5) hours per day without being afforded at least one half-hour meal period in which they were relieved of all duty, as required by Labor Code §§ 226.7 and 512 and Wage Order No. 4 (8 C.C.R. § 11040).

79. Plaintiff Basore and the California class regularly worked in excess of ten (10) hours per day without being afforded two (2) meal periods of at least one half-hour each in which they were relieved of all duty, as required by Labor Code §§ 226.7 and 512 and Wage Order No. 4.

80. Plaintiff Basore and the California class routinely worked in excess of four (4) hours per day without being afforded a 10-minute rest period.

81. Plaintiff Basore and the California class routinely worked in excess of eight (8) hours per day without being afforded either or both of the two (2) 10-minute rest periods as required by Labor Code § 226.7 and Wage Order No. 4 (8 C.C.R. § 11040).

///

82. Plaintiff Basore and the California class worked shifts in excess of twelve (12) hours in a day without being afforded any or all of the three (3) 10-minute rest periods as required by Labor Code § 226.7 and Wage Order No. 4 (8 C.C.R. § 11040).

83. During most of the Class Period, for each time that a member of the California class was not provided the rest and/or meal period, that individual is entitled to recover backpay wages in the amount of one additional hour of pay at each employee's regular rate of compensation pursuant to IWC Wage Order No. 4 (8 C.C.R. § 11040) and California Labor Code § 226.7.

84. Plaintiff Basore and the California class are entitled to payment for backpay for each rest and/or meal period that Defendants failed to provide during the Class Period. Plaintiffs are also entitled to payment of their reasonable attorney's fees and costs of suit incurred in recovering the additional pay pursuant to California Labor Code § 218.5, and interest pursuant to California Labor Code § 218.6.

COUNT IV.

Failure to Pay All Compensation Due and Owing at Termination
(California Class and California Plaintiffs Individually)

85. Plaintiff Basore hereby realleges and incorporates by reference Paragraphs 1 through 84 as though fully set forth in detail herein.

86. California Labor Code § 201 requires an employer who discharges an employee to pay compensation due and owing to said employee upon discharge. California Labor Code § 202 requires an employer to promptly pay compensation due and owing to a quitting employee within 72 hours of that employee's notice of resignation. California Labor Code § 203 provides that, if an employer willfully fails to pay compensation upon discharge or resignation, the wages of the employee shall continue for a period up to thirty days.

87. Defendants have willfully failed to pay all compensation and wages, upon discharge or within 72 hours of termination. As a result, Defendants are liable to Plaintiff and the California class for wage continuation wages in an amount to be determined at trial. Plaintiff and the California class are also entitled to payment of their reasonable attorney's fees

1 and costs of suit incurred in recovering the additional pay pursuant to California Labor Code §
 2 218.5, and interest pursuant to California Labor Code § 218.6.

3
 4 **COUNT V.**

5 **Violation of the Fair Labor Standards Act of 1938**

6 **(Brought on Behalf of All Individual Plaintiffs and**
 7 **a Nationwide Class of All Others Similarly Situated)**

8 88. Plaintiffs reassert and re-allege the allegations set forth in paragraphs 1 through
 9 87 above.

10 89. At all time material herein, Plaintiffs have been entitled to the rights, protections
 11 and benefits provided under the FLSA, 29 U.S.C. § 201 *et. seq.*

12 90. The FLSA regulates, among other things, recordkeeping and pay by employers
 13 whose employees are engaged in commerce, or engaged in the production of goods for
 14 commerce, or employed in an enterprise engaged in commerce or in the production of goods
 15 for commerce. 29 U.S.C. § 207(a)(1).

16 91. Defendants were, and are, subject to the requirements of the FLSA because they
 17 are enterprises engaged in commerce and their employees are engaged in commerce.

18 92. Defendants willfully violated the FLSA by failing to record and keep accurate
 19 records of the time worked by Loan Processors and for failing to pay Loan Processors for all
 20 the time they work.

21 93. The individually-named Plaintiffs, and all similarly situated employees, are
 22 victims of a uniform and company-wide compensation policy. This uniform policy, in
 23 violation of the FLSA, has injured the similarly situated Loan Processors who have joined, and
 24 who will join, this case.

25 94. This nationwide FLSA collective action excludes Plaintiffs who have already
 26 opted-in to a similar case pending in the United States District Court for the District of Kansas,
 27 caption *Bowne v. Wells Fargo Home Mortgage, A Division of Wells Fargo Bank, NA*, No. 06-
 28 2020-CM, and who remain parties in that action.

///

96. Defendants have not acted in good faith or with reasonable grounds to believe their actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiffs and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime pay described above, pursuant to § 16(b) of the FLSA. Alternatively, should the Court find that Defendants did not act willfully in failing to pay overtime pay and minimum wage, Plaintiffs and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

97. As a result of the aforesaid willful violations of the FLSA's overtime and minimum wage provisions, compensation has been unlawfully withheld from Plaintiffs for which Defendants are liable pursuant to 29 U.S.C. § 216(b), together with an additional equal amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of this action.

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Class, pray for relief as follows:

1. An order certifying a nationwide class action;
2. An order certifying a California class action;
3. An order certifying a nationwide collective action;
4. An order finding that Defendants violated federal and California law, as stated above;

5. Unpaid wages, including restitution for wages owed, and statutory damages, wages and/or penalties available under each cause of action, in an amount to be proven at trial;

COMPLAINT – CLASS ACTION

6. An order granting any equitable or injunctive relief necessary to provide full relief to Plaintiffs;

7. Unpaid overtime damages and an equal amount as liquidated damages under the FLSA;

8. Attorneys' fees and costs;

9. Pre- and post-judgment interest; and

10. Such other and further relief as the Court deems just and proper.

DESIGNATION OF PLACE OF TRIAL

Plaintiffs hereby designate San Francisco, California as the place of trial.


DEMAND FOR JURY TRIAL

Plaintiffs hereby request trial by jury of all issues triable by jury.

Dated: January 23, 2007

Respectfully submitted,

CALLAHAN MCCUNE & WILLIS, APLC


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 ATTORNEYS FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARY BASORE and BRENDA MCMILLIAN,
 each individually and on behalf of all others
 similarly situated

Plaintiffs,

v.

Case No. _____

WELLS FARGO HOME MORTGAGE,
 A DIVISION OF WELLS FARGO BANK,
 NATIONAL ASSOCIATION and
 WELLS FARGO BANK, NATIONAL
 ASSOCIATION

Defendants.

CONSENT TO BECOME A PARTY PLAINTIFF

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I hereby consent to be a party plaintiff in the foregoing action.

Date: 1-19-07


 Printed Name: Mary Basore

SSHW 0513/67343

Exhibit "A"

1 Joan E. Trimble, State Bar No.
2 Callahan McCune & Willis, APLC
3 111 Fashion Lane
4 Tustin, CA 92780-3397
5 Telephone: 714-730-5700
6 Facsimile: 714-730-1642

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14 ATTORNEYS FOR PLAINTIFFS

15 IN THE UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 MARY BASORE and BRENDA MCMILLIAN,
18 each individually and on behalf of all others
19 similarly situated

20 Plaintiffs,

21 v.

Case No. _____

22 WELLS FARGO HOME MORTGAGE,
23 A DIVISION OF WELLS FARGO BANK,
24 NATIONAL ASSOCIATION and
25 WELLS FARGO BANK, NATIONAL
26 ASSOCIATION

27 Defendants.

28 CONSENT TO BECOME A PARTY PLAINTIFF

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I hereby consent to be a party plaintiff in the foregoing action.

29 Date: _____

30 
31 Printed Name: Brenda McMillian

SSHWS 0513/67343